



RAILBOX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

RECORDATION NO. 9640-B Filed 1425

OCT 15 1982 - 2 15 PM

2-288A087

October 13, 1982

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. 10
Date OCT 15 1982
Fee \$ 10.00
ICC Washington, D. C.

Dear Secretary:

Enclosed for recordation pursuant to Section 11303 of Title 49 of the U.S. Code are four counterparts of the Supplement No. 1, dated October 1, 1982 relating to the Equipment Trust Agreement dated as of July 1, 1978 between Mercantile-Safe Deposit and Trust Company and Railbox Company. This document is a secondary document involving no new parties, and a summary description is given below.

Prior recordations relating to this Equipment Trust Agreement were made as follows:

<u>Date</u>	<u>Recordation No.</u>
8/14/78	9640-Primary Document
3/14/79	9640-A

The general description of the railroad equipment restated by the enclosed Agreement is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to said transaction are as follows:

Company: Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606

Trustee: Mercantile-Safe Deposit & Trust Co.
P.O. Box 2258
Baltimore, Maryland 21203

Please return three recorded counterparts of the document to the undersigned at the above address.

RECEIVED
OCT 15 9 37 AM '82

Countersigned S. P. R. L.

Interstate Commerce Commission
October 13, 1982
Page Two

Enclosed is a check in the amount of \$10 covering the required recordings.

A short summary of the document to appear in the index follows: Railbox Equipment Trust Series 3 Supplement No. 1 dated October 1, 1982.

Sincerely,

By: 
Its Assistant Treasurer

TDM/caf

Enclosures

SCHEDULE A

<u>Description</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Company's Car Numbers (all inclusive)</u>	<u>AAR Mechanical Designation</u>
50'6", 70-ton capacity, general service boxcar, 16' Combination Doors	PACCAR Inc	248	50150-50234 50236-50379 50381-50399	XM
50'6", 70-ton capacity, general service boxcar, 10' Doors	PACCAR Inc.	18	34100-34117	XM
50'6", 70-ton capacity, general service boxcar 10' Doors	Pullman Incorporated (Pullman Standard Division)	891	30500-30550 30552-30616 30618-30765 30767-30791 30793-31085 31087-31089 31091-31152 31154-31197 31199-31219 31221-31399	XM
50'6", 70-ton capacity, general service boxcar, 16' Combination Doors	FMC Corporation	135	51000-51134	XM
50'6", 70-ton capacity, general service boxcar manufactured after June 1, 1979	FMC Corporation	15	1006-1010 1016, 1020-1025 1040-1042	XM
		<u>1,307</u>		

Interstate Commerce Commission

Washington, D.C. 20423

10/15/82

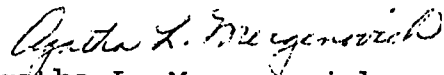
OFFICE OF THE SECRETARY

T.D. Marion
RailBox Company
101 North Wacker Drive
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/15/82 at 12:15pm , and assigned re-recording number(s). 9640-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RAILBOX COMPANY
SUPPLEMENT NO. 1

RECORDATION NO. *9640-B* Filed 1425

OCT 15 1982 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT dated as of October 1, 1982,
between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
a Maryland banking corporation (the "Trustee"),
and RAILBOX COMPANY, a Delaware corporation (the
"Company").

WHEREAS the Trustee and the Company have entered into
an Equipment Trust agreement dated as of July 1, 1978 (the
"Equipment Trust Agreement"), filed and recorded with the Inter-
state Commerce Commission pursuant to Section 20c of the Inter-
state Commerce Act on August 14, 1978, at 12:50 p.m., and
assigned recordation number 9640; and

WHEREAS the Trustee and the Company have entered into
an Amendment Agreement dated as of March 1, 1979, filed and
recorded on March 14, 1979, at 2:20 p.m. and assigned recorda-
tion number 9640-A; and

WHEREAS, the Company has previously deposited funds
with the Trustee, in compliance with Section 5.08 of the Trust
Agreement, equal to the value of the equipment described in
Schedule A attached hereto, previously declared destroyed by the
Company (said destroyed equipment hereinafter called "Destroyed
Equipment");

WHEREAS, the Company desires to have the funds so deposited used to purchase the used equipment described in Schedule B attached hereto (hereinafter called "Substituted Equipment") from the Company as provided in Section 5.07 of the Trust Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1) Title of the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreement;

2) The Substituted Equipment is hereby subjected to the terms and conditions of the Trust Agreement in compliance with Section 5.03 thereof, in exchange for cash in the amount of \$306,852.10 to be paid over by the Trustee to the Company;

3) Schedule I to the Equipment Trust Agreement is hereby deleted and restated in its entirety as set forth in Schedule I attached hereto.

4) Except as supplemented hereby, the Equipment Trust Agreement shall remain in full force and effect.

5) The Company will promptly cause this Supplement to be filed and recorded with the Interstate Commerce

Commission pursuant to 49 U.S.C. § 11303.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.


MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer


RAILBOX COMPANY,

by


Vice President - Finance

[Corporate Seal]

Attest:


Assistant Secretary

STATE OF MARYLAND,)
) ss:
COUNTY OF BALTIMORE,)

On this 12th day of October, 1982, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Conn

[NOTARIAL SEAL]

My Commission expires: 7-1-86

STATE OF ILLINOIS,)
) ss:
COUNTY OF COOK,)

On this 8th day of October, 1982, before me personally appeared N. V. Ruchent, to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J P Hupman

[NOTARIAL SEAL]

My Commission expires:

my commission expires December 21, 1983

SCHEDULE A

Railbox Equipment Trust, Series 3 -
Mercantile-Safe Deposit and Trust Company

Dated July 1, 1978

Destroyed Equipment

<u>Car Description</u>	<u>Company Car Number</u>	<u>Unit Value</u>
50'6", 70-ton capacity general service boxcar, 10' doors	31090	\$ 25,960.40
	50235*	26,765.89
	50380*	26,765.89
	30551	23,809.60
	30617	25,308.11
	31198	31,188.54
	31086	29,566.01
	30792	26,473.61
	30766	26,473.61
	31153	32,089.94
	31220	32,450.50
		<u>\$306,852.10</u>

* Cars also equipped with 6' plug door

SCHEDULE B

Railbox Equipment Trust, Series 3 -
Mercantile-Safe Deposit and Trust Company

Substituted Equipment

<u>Car Type</u>	<u>Quantity</u>	<u>Company Car No.</u>	<u>Unit Value</u>	<u>Value as of Request Date 10/01/82</u>
50'6", 70-ton capacity FMC general service boxcars built June, 1979	15 Units	1006-1010 1016, 1020-1025 1040-1042	\$21,543.34	\$323,150.10

Note: Unit Cost to Railbox was \$24,700.00
for the above units, accepted by Railbox
on November 21, 1980.

• SCHEDULE I

<u>Description</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Company's Car Numbers (all inclusive)</u>	<u>AAR Mechanical Designation</u>
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		<u>1,307</u>		